

1 THE COURT: Okay? Then the later ones,
2 you have a May 23 order date, and a June 5 order
3 date, and a June 14 order date.

4 A. Correct.

5 THE COURT: Now those were done so that
6 you could accept the two hundred service instead of
7 the one hundred?

8 A. Correct.

9 THE COURT: So that I'm clear here, is it
10 true then that what you are actually out are these
11 first two?

12 A. Um, all of those, yeah. Um, and on the
13 other receipts, there is one from Lowes also, um,
14 everything except for the two hundred amp disconnect,
15 which is on one receipt with fuses and a meter base,
16 which is three hundred dollars. That I still have
17 there, and that is being used currently. But
18 everything else, I'm out. I mean, connectors and
19 cables, because the cable was cut to length. I can't
20 take that back.

21 THE COURT: Is it your testimony that if
22 you knew at the beginning that all you could get for
23 just the minimal cost was the two hundred amp
24 service, that you would not have taken that or done

1 any of this at the beginning?

2 A. I knew that the two hundred amp was
3 provided free of charge. But in order to have the
4 Christmas lights, I had to combine a four hundred
5 with the two hundred for the house, so I'm not
6 charged for a separate temporary service.

7 THE COURT: Is it your testimony you would
8 not have incurred the additional expense to you
9 needed to go to the two hundred if you knew that was
10 all you could get?

11 A. Correct. Yeah. Because I looked into
12 renting a generator and lots of different options;
13 and that was the cheapest thing to do was go ahead
14 and spend the money for a six hundred. In the long
15 run, it would end up saving me money.

16 THE COURT: So the later expenses were
17 just to have some use of the expenditure that you had
18 made?

19 A. (Nodded affirmatively).

20 THE COURT: Is that right?

21 A. Correct.

22 THE COURT: Do you have any follow-up to
23 that?

24 MR. KAUFMANN: I don't, your Honor.

1 THE COURT: All right. You can step down.

2 Okay. Anything else that you had?

3 PENNY SHEHADEH: No.

4 THE COURT: Is that-- So you were

5 really-- Were you in this?

6 PENNY SHEHADEH: Right. I told my son when

7 he went into this, I said, "Do your homework. Find

8 out how much it is going to cost you, and go from

9 there."

10 THE COURT: Okay.

11 PENNY SHEHADEH: Then cause--

12 THE COURT: Did you have some actual

13 conversations with some of the CIPS people?

14 PENNY SHEHADEH: Well, Mr. Derber.

15 THE COURT: All right.

16 PENNY SHEHADEH: We have talked. And then

17 I did call Bob Gibbs, because I asked Mr. Derber when

18 they came back--

19 THE COURT: Hold on. Now is this after

20 the fact, or is this before the fact?

21 PENNY SHEHADEH: During.

22 THE COURT: During the fact?

23 PENNY SHEHADEH: Oh, you mean from the very

24 beginning?

1 THE COURT: Why don't we just swear you in.
2 Why don't you just raise your right hand and take the
3 stand.

4 PENNY SHEHADEH: Okay.
5
6
7

8 P E N N Y S H E H A D E H
9 was duly sworn upon her oath, was examined, and
10 testified as follows, to-wit:

11 EXAMINATION BY

12 THE COURT

13 THE COURT: All right. You are-- State
14 your name for the record.

15 A. Penny Shehadeh.

16 THE COURT: What involvement, if any, did
17 you have in this transaction?

18 A. I talked to Mr. Gibbs, yeah, well, Mr.
19 Derber first of all.

20 THE COURT: When was that? Do you recall?

21 A. It was after they came back and told
22 Jamal that they would not provide the service that
23 they had promised at first.

24 THE COURT: Okay. What was said during

C40

1 that?

2 A. I said, "You know, Mr. Derber, you told
3 him, you gave him the booklet how to do it, and you
4 gave him the instructions." And I, I asked him at
5 that time, "Is there anything he could do"? And he
6 said, "No." I said, "Well, who is your boss?" And
7 that is when he said Mr. Gibbs. And I did call Mr.
8 Gibbs at that time, Bob Gibbs.

9 THE COURT: Did he deny that he had told
10 your son that?

11 A. No, he never denied it.

12 THE COURT: Did he admit that he told your
13 son that?

14 A. No, he never admitted it.

15 THE COURT: Okay. And so then what did
16 you do?

17 A. I called Mr. Gibbs. And again he said
18 that he has to justify like every expenditure they,
19 you know, put out, they have to justify it, and that
20 there is nothing that they could do.

21 THE COURT: Okay. Well, who is this--
22 There was something you said to me as you related
23 this earlier that somebody said, well, he has a
24 different boss, or something like that?

1 A. Correct. Um, what we meant by that is
2 Mr. Humphrey told my son something, and then Derber,
3 and at that time I think it was Mr. Derber, was it,
4 said, well, he answers to --

5 THE COURT: Who is he saying that to?
6 Him?

7 A. Yes.

8 THE COURT: All right. What was that
9 about?

10 A. He answers to a different boss.

11 JAMAL SHEHADEH: When I asked him about
12 what Mike Humphrey had said about the service, I
13 couldn't be charged for it if it was all through one
14 meter--

15 THE COURT: Who are you talking with now?

16 JAMAL SHEHADEH: Derber. I asked him about
17 that. He says, "Well, I have to answer to a
18 different boss than Humphrey."

19 THE COURT: Okay. Anything else, other
20 conversations that you had with any CIPS people?

21 PENNY SHEHADEH: No.

22 EXAMINATION BY

23 MR. STEPHEN KAUFMANN

24 ON BEHALF OF CIPS

C42

1 MR. KAUFMANN: Mrs. Shehadeh, it sounds as
2 though you got involved sort of after the fact? But
3 all of the, the important conversations were had
4 between your son and CIPS, am I correct?

5 A. That is correct, but every time my son
6 did talk to one of them, he told me, because we knew
7 what our limit would be. He knew the ground rules
8 from me before he started this project. I did not
9 talk to him directly, but my son did relay to me what
10 they said.

11 Q. And after there appeared to be a
12 misunderstanding, then you got involved in trying to
13 talk to the local person, Mr. Gibbs, to resolve the
14 problem?

15 A. Correct.

16 Q. Am I correct?

17 A. Uh-huh.

18 Q. Okay.

19 MR. KAUFMANN: That is all I have, Judge.

20 THE COURT: All right. Thank you. You can
21 step down. All right. Counsel.

22 MR. KAUFMANN: Your Honor, let me move for
23 a directed verdict in favor of CIPS. I think that,
24 uh, while I, I certainly respect and to a certain

1 extent admire the Shehadehs for bringing the claim
2 against CIPS, as is their right to do in a court of
3 this, but I think they have not carried their burden
4 of proof.

5 Uh, a couple of points to make. Mr.
6 Shehadeh in April of 2000 is seventeen. He is a
7 minor. Um, I think he would be incapable of entering
8 into a contract. Um, I think that, um, I think he
9 would be incapable of entering into that type of
10 reliance that would cause a quasi contract to be
11 developed.

12 Secondly, I think that at most what we have
13 here is a misunderstanding, perhaps a
14 miscommunication; um, and I, I don't think that it's
15 risen to the level of a detrimental reliance,
16 certainly not one that was reasonable. Uh, because
17 you know, this young individual basically I think got
18 ahead of himself in April. In reliance upon some
19 sort of conversation, went out and spent a tremendous
20 amount of money for Christmas lights. So I think
21 that the reliance, if there is any, was not
22 reasonable, which is an element of the claim. So we
23 would move for directed verdict.

24 THE COURT: I'm going to deny that.

1 Proceed.

2 MR. KAUFMANN: We would like to call Mr.
3 Derber, your Honor.

4 EXAMINATION BY

5 MR. STEPHEN KAUFMANN ON

6 BEHALF OF CIPS

7 Q. Please state your name. I'm sorry. We
8 have to swear you in first.

9

10

11

12

13 B O B D E R B E R

14 Q. Please state your name.

15 A. Bob Derber.

16 Q. How are you employed, Mr. Derber?

17 A. I'm an Energy Services Specialist for
18 Ameren CIPS.

19 Q. How long have you been so employed?

20 A. I have been employed at CIPS
21 approximately twenty-four years.

22 Q. Okay. And is part of your job to
23 perform such services in the Taylorville area?

24 A. Taylorville and Pana area now, yes.

C45

1 Q. Okay. Um, now first of all, um, does
2 CIPS make a record internally of calls made into the
3 company to inquire about service?

4 A. Yes, it does.

5 Q. And in connection with, um, defending
6 itself in this case, did you ask that a record be
7 downloaded, if you will, for such calls into the
8 company?

9 A. Yes.

10 Q. Okay. (TO COURT REPORTER) Would you
11 mark this as Defendant's Number One.

12 THE COURT: Why don't you take a minute
13 and look at it. You can look at it real quick.

14 PENNY SHEHADEH: Is there a call on this
15 first page, sir?

16 MR. KAUFMANN: I can't read it for you.

17 PENNY SHEHADEH: I'm sorry. I just don't
18 understand it.

19 THE COURT: I tell you what, why don't you
20 let him identify it and explain it, and then you can
21 look at it. Okay?

22 PENNY SHEHADEH: Okay, because I don't
23 understand it.

24 THE COURT: Yeah.

c46

1 MR. KAUFMANN: Let me hand you, Mr. Derber,
2 Defendant's Exhibit Number One. Would you identify
3 that for the Court please?

4 A. This is a set of printouts from what is
5 called our dodge 'em system. It is a system that we
6 use to keep track of jobs and communication with
7 customers.

8 Q. Does Defendant's Exhibit One reflect a
9 call made to Mr. Humphrey of which Mr. Humphrey
10 received from Mr. Shehadeh?

11 A. Yes, it does.

12 Q. What is the date of that call?

13 A. April 19 at approximately four o'clock in
14 the afternoon.

15 Q. Okay. And in the ordinary course of
16 business for CIPS, uh, is someone who creates a
17 record such as that, um, instructed to accurately
18 record the information that is discussed on the phone
19 call?

20 A. Yes, they are.

21 Q. Would you describe --

22 THE COURT: I take it Mr. Humphrey is not
23 here and is not available?

24 MR. KAUFMANN: That's correct.

c47

1 THE COURT: Does he work for the company
2 any more?

3 MR. KAUFMANN: He does.

4 THE COURT: Okay.

5 MR. KAUFMANN: What, Mr. Derber, is that
6 first entry?

7 A. Basically, it states that the ESS,
8 myself, need to review, as he will need CT's. These
9 are measuring devices necessary when you go to a six
10 hundred amp service. Um, he wants to do his own
11 wiring, but warned him he may be way over his head.
12 His ideas on what he wants to do are not quite up to
13 match with our spec. Basically, he is saying he
14 didn't fully understand what we were requiring, and
15 so it was kind of a warning to me. It says, "Will be
16 home in the p.m. Go by late as possible in the
17 afternoon. Serve as home and large lighting display
18 during the holidays."

19 Q. Just to try and move this along, Mr.
20 Derber, contained within Exhibit 1, are there any
21 recordings made by Mr. Humphrey in which any promise
22 was made to Mr. Shehadeh that the additional service
23 would be provided at no cost?

24 A. No, there are not.

C48

1 Q. Okay. What is your recollection of the
2 first time that you became personally involved in the
3 situation, and if you would describe that for the
4 Court?

5 A. Um, that occurred on April 25. Um, and I
6 met with Jamal. Um, basically went over his lighting
7 display, his plan. Um, he was gungho to get started,
8 and had had some ideas on what he wanted to do. We
9 went through numerous different iterations on what he
10 could do, couldn't do, What his options were, um,
11 what was provided free of charge, where the service
12 needed to be, where the meter needed to be, um, how
13 tall the pole, everything. We went through a series
14 of things, including why you couldn't run the wire
15 over a neighbor's property, um, things like that. We
16 went through a whole series of things. We went
17 through the calculations on his current requirements
18 and stuff like that. He indicated he was going to
19 put in 56kw of lights, which is an astronomical
20 amount of lights compared to any normal residence.
21 Um, we went over some mathematical calculations--he
22 has already alluded to--in my mind he had done
23 incorrectly. And he was oversizing his service for
24 what he really needed. Um, 56kw of lights turns out

C49

1 to be two hundred and twenty-five amps. With his
2 current, um, house, at a hundred amps, that totals
3 three hundred and twenty-five. So, I tried to
4 persuade him that, that he was really doing more than
5 he needed to do, um, unsuccessfully, I might add. He
6 continued to insist that he wanted six hundred amps.
7 So, the customer is always right. So I proceeded on,
8 on that bound, even though I didn't think it was
9 appropriate for what he was doing.

10 Q. At that April 25 conversation, what
11 conversation did you have about the cost of providing
12 the service?

13 A. We talked about the overhead service, the
14 additional cost involved in that. We also talked
15 about, um, the different options that he had with
16 regard to multiple meters and stuff like that. And
17 in no way did I ever tell him that we were going to
18 give him six hundred amps free.

19 Q. Okay. You have had an opportunity to
20 very briefly review the plaintiff's exhibit, which
21 were the invoices, correct?

22 A. Correct.

23 Q. And it appears that the first invoice is
24 dated April 21 for three hundred twenty-one dollars

1 and seventy-five cents, am I correct?

2 A. Correct.

3 Q. And then the next invoice is dated April
4 28?

5 A. Right.

6 Q. And that is-- It is thereafter that the
7 lion's share of the claim for twenty-five hundred
8 plus was incurred, am I correct?

9 A. Correct.

10 Q. Which was after your first conversation
11 with him?

12 A. Correct.

13 Q. Did you next have a-- Did you later have
14 a conversation with Mr. Shehadeh?

15 A. Yes. At some point later, and I thought
16 it was sooner than two weeks, but I, I did not make
17 a, a note of that. Um, and quite honestly, at this
18 point in time, my mindset was, and forgive the
19 terminology, but this was somebody who had a great
20 idea but it wasn't really practical. And so I called
21 him back as soon as I determined the charges were
22 going to be in excess of two thousand dollars, more
23 or less expecting him to say, oh, well, gees, I
24 didn't realize that and, and back off a little bit.

1 Um, when I did call him, he after a couple days did
2 call back and suggest that he wanted a detailed quote
3 to go ahead with the full six hundred amp service.

4 Q. Okay.

5 A. I ultimately provided that to him on May
6 30.

7 Q. Okay. And I don't want to go through all
8 of the conversations that you may have had with Mr.
9 Shehadeh. But is there any other particular
10 conversation you had with him that stands out in your
11 mind?

12 A. We had numerous conversations, um, all of
13 which in my mind were, um, set about the idea of
14 trying to figure out some way to reduce the charges
15 that we had suggested would be appropriate. Um, he
16 had ideas of buying his own transformer, and we would
17 install it. He had at one point suggested he would
18 short out the secondary and, uh, overload our
19 transformer, thus causing us to replace it, and in
20 essence, damage our equipment and replace it. Um, I
21 warned him at that point in time about the danger
22 that he would be incurring in doing that; and quite
23 honestly said, if I heard him suggest anything
24 similar in the future, that I would, um, plan on

1 talking to his mother and making sure that she knew
2 what type of shenanigans he was suggesting.

3 Q. Now, do I understand that at no charge
4 the amps were increased to this home?

5 A. Yes, they were.

6 Q. From what to what?

7 A. From one hundred amp to two hundred amp.
8 As part of that, we did replace the transformer that
9 feeds the neighborhood, um, as his lighting display
10 was going to be sufficient to potentially overload
11 that transformer.

12 Q. Okay. So a transformer was changed out
13 by CIPS at no cost--

14 A. Yes, it was.

15 Q. --in order to accommodate this Christmas
16 light display?

17 A. The two hundred amps, yes.

18 Q. And I understand that an estimate was
19 given of some thirty-one hundred dollars to increase
20 the amps from two hundred to six hundred?

21 A. Correct.

22 Q. And was another estimate given, uh, to
23 increase it from two hundred to four hundred?

24 A. Yes. At, at some point-- Well, I think

1 it was shortly after we had a conversation about his
2 Illinois Commerce Commission complaint that myself
3 and Randy France went out trying to accommodate him,
4 looked for alternatives that would be reasonable, and
5 trying to figure out some way to, to lower that cost.
6 We came up with a solution. Actually, Randy came up
7 with it, um, that we could provide two different
8 feeds into this off of two different transformers
9 that are in the neighborhood. A very unusual
10 situation. We have, to my knowledge, got that
11 situation no where else in our company; but we were
12 trying to be accommodating and trying to, to get him
13 what he needed without incurring large expenses from
14 our side.

15 Q. And prior to this action being filed, a
16 complaint was filed by the Shehadehs with the
17 Illinois Commerce Commission?

18 A. Correct.

19 Q. Which CIPS responded to?

20 A. Correct.

21 Q. Did the Commerce Commission ever take
22 action against the--

23 A. They did not.

24 Q. Was a complaint also filed with the

1 Illinois Attorney General?

2 A. Yes, it was.

3 Q. And CIPS responded to that?

4 A. Yes, they did.

5 Q. Was any action ever taken by the Attorney
6 General?

7 A. No, it was not.

8 MR. KAUFMANN: That is all I have, your
9 Honor.

10 THE COURT: Do you have questions?

11 JAMAL SHEHADEH: Can I say something?

12 THE COURT: Well, right now we can ask
13 questions, and then you can say something again.

14 When you first went to, to meet with him,
15 did you, could you tell from talking with him what
16 his understanding was of the cost?

17 A. Um, no.

18 THE COURT: He didn't tell you?

19 A. He didn't--

20 THE COURT: He didn't tell you what
21 Humphrey had said and what his understanding was at
22 that point?

23 A. I-- I don't believe that he told me that
24 Mike Humphrey said it was. And if he did, I would

1 have corrected him and said, wait a minute, we've got
2 to look into this further; and if he said that, I
3 want to go back. And quite honestly, most of these
4 conversations were discussed with my boss, Bob Gibbs,
5 to make sure that I was interpreting our standards
6 properly. And this is an unusual situation. So I
7 wanted to make sure that I was on solid ground and
8 talking with my boss and making sure that I was
9 interpreting our policy correctly.

10 THE COURT: Well, if he just got temporary
11 service there instead of this upgrade, what would
12 that have involved?

13 A. Basically, the same thing. If we defined
14 this as a seasonal or temporary or of questionable
15 permanency, they all fall into the same category.
16 Somebody that we think is going to either just be
17 there for a year, or just have it on during certain
18 seasons, or just have it there for some sort of
19 construction period, all in our company policy are
20 considered temporary or seasonal services. And so
21 that is what we were charging him for. So whether it
22 was temporary or seasonal, the charge would have been
23 the same.

24 THE COURT: And when you were there

1 talking to him the very first time, what I'm trying
2 to determine here is whether this is one of these
3 situations where you see a young person with big
4 ideas and you think, well, he is not going to do
5 this, so if I put up enough hurdles here, he is
6 surely not going to jump through these. Did you know
7 at the time you left that first day that-- Had you
8 told him, you need to do this, this, this, and this
9 to get this service?

10 A. That is why I gave him the specification.

11 THE COURT: Okay. And did you reasonably
12 expect he was going to do those things?

13 A. I thought it was in doubt. Um, I knew
14 that the situation was something that some
15 electricians, you know, have to work at and stuff
16 like that. I knew there was, you know, the expenses
17 that he was going to incur himself were going to be
18 substantial. And, and so I, I questioned whether he
19 was going to follow through with it.

20 THE COURT: And did you know at that time
21 as you stood there talking to him, that there was
22 going to be additional charges from CIPS, and did you
23 communicate that to him?

24 A. I don't believe I told him a -- I know I

1 didn't tell him a specific number at that point in
2 time. In essence, I was saying, I have to go back,
3 review this, and I will get back with you.

4 THE COURT: Okay. And he didn't
5 communicate to you his understanding of what the CIPS
6 charge was going to be at that time?

7 A. Not that I recall.

8 THE COURT: Okay. Um, and was there
9 any-- When you went back, I assume you went back,
10 was there anything wrong with his work?

11 A. Um, I don't believe I was there when,
12 when it was turned down. Randy France was, was
13 actually there when we suggested, or said it wasn't
14 up to spec. and, and did deny having it connected.
15 And they made some modifications. We went back, and
16 did connect it. So I wasn't there at that particular
17 moment.

18 THE COURT: All right.

19 MR. KAUFMANN: I have something in
20 follow-up, your Honor.

21 EXAMINATION BY

22 MR. STEPHEN KAUFMANN

23 ON BEHALF OF CIPS

24 Q. Mr. Derber, even in that first

1 conversation on April 25, while you didn't have a
2 specific number for Mr. Shehadeh, did you convey to
3 him that there would be costs involved?

4 A. I, I, I think I would have said-- I
5 don't know I would have said there will. I would
6 have said there may be charges. Because at that
7 point in time, I wanted to get clarification up with
8 my boss as to what charges and, and what they may be.

9 Q. Okay.

10 MR. KAUFMANN: Nothing further, your Honor.

11 THE COURT: Well, how was it uncertain
12 that there would be? I mean, I thought you were
13 certain that it would be an additional cost?
14 Why was it-- How was there a scenario?

15 A. There were components of that charge that
16 I wasn't sure whether there would be. There is a
17 thing called a revenue credit, which is the biggest
18 thing that I was unsure about. As a matter of fact,
19 I may have even suggested to him that I, that I
20 thought we would give him a revenue credit.
21 Basically, it allows for some money back, or we won't
22 charge him the full amount because we understand
23 we're going to get some revenue from this lighting
24 display, so we give him what is called a one-year

1 revenue credit. And at that point in time, I
2 thought, well, we will back down some of our charges
3 to cover that revenue credit. Um, upon going back
4 and talking with my boss, um, it was determined that
5 that does not apply in a temporary situation, only in
6 a permanent installation does that apply. So, um,
7 that was why I was being cautious. And quite
8 honestly, Jamal was, was going about seven different
9 ways. So we covered about, a whole lot of different
10 areas in that first discussion, from commercial
11 service to, to the two meter set versus a single
12 meter setup. I suggested, and I agree with him, that
13 the right way to do what he was trying to do was
14 combine those two meters together; that was going to
15 be his cheapest option. Not that it was going to be
16 cheap, but it was going to be cheaper than any of his
17 other ideas that we're looking at. So we covered a
18 lot of ground that first time.

19 THE COURT: And the two hundred to four
20 hundred, what was that going to cost?

21 A. Um, that was the one that we came up with
22 a thousand dollars.

23 THE COURT: An extra thousand?

24 A. Right.

1 THE COURT: All right.

2 MR. KAUFMANN: Nothing further, your Honor.

3 THE COURT: Okay. Do you have questions
4 of him?

5 JAMAL SHEHADEH: Yeah.

6 EXAMINATION BY

7 MR. JAMAL SHEHADEH

8 Q. Did you ever tell me that the service
9 installation that I wanted was going to be classified
10 as temporary or could be classified as --

11 A. Yes.

12 Q. Before I had purchased the equipment, on
13 our first conversation?

14 A. I do not remember telling you that at
15 that point in time.

16 JAMAL SHEHADEH: Can I say something?

17 THE COURT: I will let you testify. But
18 let me first ask if he has any other questions.

19 MR. KAUFMANN: Nothing further.

20 THE COURT: That is fine. You can step
21 down.

22 MR. KAUFMANN: We will rest, your Honor.

23 THE COURT: All right. Okay. Did you
24 want to say something else?

1 JAMAL SHEHADEH: Yeah. When Mr. Derber
2 and Mr. France were out at my house in June to
3 discuss the additional two hundred amp service at a
4 thousand dollars, I suggested since he had told me
5 they were planning on changing out their, their
6 transformer to a larger transformer, a fifty, that
7 just to go ahead and replace it with a one hundred,
8 and I will pay the difference between a fifty and
9 one hundred. That way I don't have to pay for the
10 labor, and they are not out a separate transformer
11 for just my Christmas light display. That is where
12 he is getting that, the create an electric fault;
13 because it was just a 25kv transformer, and he knew
14 that my lighting display would overload it. But he
15 told me they could not go ahead and change it out
16 until after, after that had happened. So I said,
17 "Well, why don't I go ahead and plug in all my lights
18 now, and after it overloaded, you're going to change
19 it out with a fifty, just replace it with a
20 one hundred, and I will pay the difference between
21 the two, and that way I'm not out the cost for labor,
22 and they don't have to pay for a transformer just for
23 my lights.

24 THE COURT: Okay.

1 JAMAL SHEHADEH: I have tried a bunch of
2 different ways to, you know, resolve this. But I, I
3 bought this equipment based on incorrect information
4 given to me by one of their employees; and I feel
5 that they should be responsible for that, you know,
6 Mike Humphrey in the Call Center. He told me that as
7 long as it is not a temporary service, you don't have
8 to pay for it. And it is my feeling they are just
9 classifying this as temporary to avoid giving it to
10 me without charge, because they never said anything
11 about a temporary service until after the fact, after
12 I had talked to Mr. Derber, and after I had bought
13 the equipment.

14 THE COURT: Let me see the phone logs.

15 MR. KAUFMANN: I think they are up there,
16 your Honor.

17 PENNY SHEHADEH: Here they are. I'm sorry.

18 THE COURT: All right. Anything else for
19 either side?

20 MR. KAUFMANN: Quick closing, your Honor, I
21 guess. Again, I, I think they have not carried their
22 burden of proof. At the very most, um, the
23 Shehadeh's incurred a, an initial bill of some three
24 hundred dollars between the time of the call to Mike

1 Humphrey and the time that Mr. Derber then went to
2 the scene. So I think if there is any reliance at
3 all, it would be on the initial call by Mr. Humphrey
4 and that three hundred dollars was incurred.
5 Although, again, I would not, uh, submit that the
6 best, that according to the call log anyway, Mr.
7 Humphrey did not make any promise to Mr. Shehadeh,
8 uh, to provide service at no cost. I'm not sure what
9 the particular hurry was in April of 2000 to get up
10 lights for Christmas 2000, but I think he was very
11 anxious to go out and spend money unnecessarily and
12 unreasonably until CIPS, which is a large company and
13 needs to jump through hoops and prepare estimates and
14 what have you, had an opportunity to take a look at
15 this situation and prepare a written estimate. And I
16 think they did so very quickly and, um, you know, I'm
17 sorry they went out and spent the money; but they
18 still have quite a Christmas light display to speak
19 of. I simply don't think that they have carried
20 their burden of proof.

21 THE COURT: Is there some reason Mike
22 Humphrey isn't here?

23 MR. KAUFMANN: Uh, he is on vacation today
24 is what I know, your Honor. He is still employed by

CL4

1 the company?

2 THE COURT: All right.

3 PENNY SHEHADEH: I will say, um, I really
4 feel like from the beginning if my son was not given
5 the instruction manual and said, this is the way it
6 has to be done, to do this, uh, we would not have
7 went and bought this equipment, and he would not have
8 started on it. And the Christmas display was not up,
9 you know, in April. He just wanted to get the
10 service ready in order to put it up. He doesn't put
11 it up until Thanksgiving time of course. I don't
12 want you to think it was up. He wanted to get the
13 service ready. He wanted to do that over the summer,
14 which he did do. I really feel if they hadn't given
15 him the instruction manual and told him this is what
16 it has to look like and this is what you have to do,
17 we would not have incurred all this cost.

18 THE COURT: Okay. Well, you know, it
19 makes me feel a little bit like the grinch who stole
20 the Christmas lights here, but there is some--
21 Legally, this is a complicated matter.

22 PENNY SHEHADEH: Yes.

23 THE COURT: First of all, I really admire
24 your son. I think he is a bright young man, and he

C65

1 has taken some initiative here. But unfortunately,
2 there is some things that he is going to have to
3 learn about legal matters. Um, one of those is, is
4 that you can't assume that somebody you are talking
5 with on the phone has the authority to bind the
6 company to an agreement. And you seem to be relying
7 upon that. And unfortunately, that is not always the
8 case, that you can rely upon that in terms of
9 binding the company to a contract, which is a legally
10 binding agreement upon which you can rely. Uh, I
11 think that before a substantial amount is incurred,
12 when you just talk to somebody over the telephone,
13 you are going to have to confirm that, and you need
14 to be learning to reduce these things to writing, and
15 that sort of thing, so that later on if you have to
16 come into a Court-- Uh, I have no reason to
17 disbelieve anything that you have told me, and I
18 think that you really worked on this project, and you
19 have got a great idea here, and I want to encourage
20 you to continue to have good ideas. It is just that
21 I do think that it is like sometimes you kind of
22 listen for what you want to hear, and you heard
23 something fairly positive, and then you ran out and
24 started, you were excited about it, ran out and

1 started doing all of these things. But at that point
2 in time, you had not yet reached the stage of an
3 agreement that this Court could legally enforce. You
4 thought in your own mind you did have. But looking
5 at it objectively, I can't find enough to find that
6 there was a legally enforceable agreement. Then, as
7 you continued to work through this, I think you
8 surprised the company, in that I think that they
9 thought you were not serious, and that you weren't
10 able to do all of these things. Uh, but you were.
11 And you did a lot of good things here. I'm sorry
12 that this has worked out the way that it has. I
13 genuinely am. But I don't see a basis upon which I
14 can find either detrimental reliance based on some
15 reasonable expectation that is legally enforceable
16 here, and certainly I can't get to the point of
17 finding any oral agreement or anything such as that.
18 You can say something. Go ahead.

19 JAMAL SHEHADEH: What about when he gave me
20 the manual? He knew I was going to go out and buy
21 that stuff and set it up. Like he had--

22 THE COURT: Well, certainly the manual
23 does set forth the specifications of what you would
24 have to, to do. But I looked through the manual, and

1 the manual says nothing about in order to qualify for
2 free service, or in order to qualify. I mean, it has
3 nothing to do about cost. It only has to do with the
4 standards that you have to meet in order to have the
5 service. So there would be two things that would be
6 going on at the same time. One is, you couldn't even
7 get service if you didn't meet those specifications.
8 Secondly, if you get service, there is this question
9 about, is there a cost, and so forth. And what I'm
10 saying to you is, that that issue is not something
11 that somebody can bind CIPS to over the telephone
12 when they haven't even had somebody on the ground to
13 see a written proposal showing that you have complied
14 with the specifications and all of those things.

15 JAMAL SHEHADEH: He never told me over the
16 phone that this was going to be given to me for free.
17 He said, "If it is all through one meter, it cannot
18 be classified as temporary," and I can't be charged
19 for it.

20 THE COURT: All right. I understand what
21 you are saying to me, and I'm not disagreeing with
22 it. I'm just saying that, that he didn't have the
23 authority to bind CIPS until somebody on the ground
24 came and saw exactly what you were doing, saw that

1 you were going to be able to comply with the
2 specifications. Believe me, nothing would give me
3 more Christmas joy at this time than to award you
4 your money back. Unfortunately, it is not consistent
5 with the law, and I can't do it. So I'm finding
6 judgment for the defendant and against the plaintiff.

7 MR. KAUFMANN: Thank you, your Honor.

8 THE COURT: All right. Thank you both.

9 Good luck to both of you.

10 JAMAL SHEHADEH: Can I have my pictures
11 back?

12 THE COURT: Yeah, you can have your
13 pictures back.

14 Are you up and operating again?

15 JAMAL SHEHADEH: Yeah.

16 THE COURT: Okay. I will be by to see it
17 again this year. See you later.

18

19

20

21

22

23

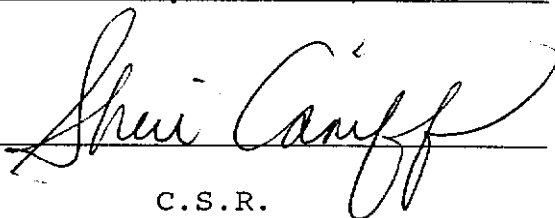
24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

I, SHERI CANIFF, Certified Shorthand
Reporter in and for the Fourth Judicial Circuit,
hereby certify the foregoing to be a true and correct
transcript of the proceedings held on the 18th day of
December, 2000, at the courthouse at Taylorville,
Christian County, Illinois, before the Hon. Ronald D.
Spears.

DATE: _____

1-9-01



C.S.R.